	ASSECTED 12/17/5/44 Prince Claim 26-3 information to identify the case:	Filed 12/08/21	Deterekiláli2/226/2011/2023:095ageD1essf5 1
Debtor 1	DYSHANNA ROEBUCK		
Debtor 2 (Spouse, if filing)			
United States	Bankruptcy Court for the: $\underbrace{EASTERN}_{\text{(Sta}}$ District of $\underbrace{PE}_{\text{(Sta)}}$	NNSYLVANIA te)	
Case number	21-12764-AMC-13		

## Official Form 410

Proof of Claim 04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgements, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Clai	m				
Who is the current creditor?	Ally Bank Name of the current creditor (the perso	, ,	,		
Has this claim been acquired from someone else?	☑ No □ Yes. From whom?				
Where should notices and payments to the creditor be sent?	Where should notices to the creditor	be sent?	Where should pa	ayments to the creditor	be sent? (if
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g))	Ally Bank c/o AIS Portfolio Services, LF Name  4515 N. Santa Fe Ave. Dept. APS Number Stre Oklahoma City OK City State  Contact phone (800) 495-1578  Contact email ECFNotices@aisinfo.cc Uniform claim identifier for electronic pages.	et 73118 ZIP Code om ayments in chapter 13 (if y	_	Street AZ State 00) 495-1578	85062 ZIP Code
Does this claim amend one already filed?	☑ No □ Yes. Claim number on court claims	registry (if known) —		Filed on M	M /DD /YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made the earlier filing?				

### Casses 2:12-1-21726746-4 manner Claimo 2:6-3 Give Information About the Claim as o任城中的城 the 公典 200季 filled Part 2: Do you have any number □ No you use to identify the debtor? \_ 8\_ ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 7. How much is the claim? Does this amount include interest or other charges? \$ 30,121.62\* □ No \*Claimant reserves right to amend its claim, including but not limited to, the right to amend for $\begin{tabular}{ll} \begin{tabular}{ll} \begin{$ an unsecured deficiency charges required by Bankruptcy Rule 3001(c)(2)(A). 8. What is the basis of the Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. claim? Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Automobile Financing Is all or part of the claim □ No secured? ☑ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. ☑ Motor vehicle 2015 NISSAN Pathfinder Utility 4D SL 4WD VIN:5N1AR2MM1FC720641 ☐ Other, Describe: \*\*To the extent that Debtor received a discharge of this debt in a prior bankruptcy, the underlying indebtedness attaches only to the collateral; Creditor does not seek recourse against the debtor or the estate on previously discharged debt.If Debtor has not received a discharge of this debt in a prior bankruptcy, Creditor reserves the right to amend its claim to seek a deficiency balance, Basis for perfection: Certificate of Title/Lien Notice Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ 21,150.00 Amount of the claim that is secured: \$ 21,150.00 Amount of the claim that is unsecured: \$8,971.62 (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ 1927.79 Annual Interest Rate (when case was filed) 13.15\* % \* May not reflect rate entitled to under In re Till ☑ Fixed □ Variable

Contractual rate - for informational purposes

10. Is this claim based on a

☑ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$

11. Is this claim subject to a ☑ No

right of setoff?

☐ Yes. Identify the property:

## Casas 212-1-2176/46-4aramo Claimo 26-3 Filed 12/09/21 Eleterelul ai 20/208/20 milen 23:0 Fage Das of 5 Exhibit Page 3 of 11

12.	Is all or part of the claim	☑ No						
	entitled to priority under 11 U.S.C. § 507(a)?	☐ Yes. Check	c one:				Amount entitled to priority	
	A claim may be partly priority and partly		support obligations (including a § 507 (a)(1)(A) or (a)(1)(B).	alimony and child	support) under		\$	
	nonpriority. For example, in some categories, the law limits the amount	☐ Up to \$3,0	25* of deposits toward purcha family, or household use. 11 U			s for	\$	
	entitled to property.	bankrupto	laries, or commissions (up to sypetition is filed or the debtor's 507 (a)(4).			the	\$	
			enalties owed to governmenta	al units. 11 U.S.C.	§507 (a)(8).		\$	
		☐ Contribution	ons to an employee benefit pla	n. 11 U.S.C. § 50	7 (a)(5).		\$	
			ecify subsection of 11 U.S.C. §	_				
			e subject to adjustment on 4/01/22			or after the date of adjustm	\$	
		Amounts an	e subject to adjustment on 4/01/22	and every 5 years ar	ter that for cases begun on	or after the date of adjustif	lent.	
Pa	art 3: Sign Below							
	e person completing s proof of claim must	Check the appro	priate box:					
sig	n and date it. RBP 9011(b).	☐ I am the credit	or.					
-	ABF 9011(b).	☑ I am the credit	or's attorney or authorized age	ent.				
	ou file this claim	☐ I am the truste	e, or the debtor, or their autho	rized agent. Bank	ruptcy Rule 3004.			
50		s □ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
	establish local rules ecifying what a signature	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward that debt.						
Α	person who files a	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true						
	udulent claim could be ed up to \$500,000,	and correct.						
ye 18	prisoned for up to 5 ars, or both. U.S.C. §§ 152, 157, and 71.	I declare under p	enalty of perjury that the foreg	oing is true and co	orrect.			
-	· ··	Executed on date	= 11/09/2021 MM / DD / YYYY					
		/s/ Sagar Patel Signature						
		Print the name	of the person who is com	pleting and sign	ing this claim:			
		Name	Sagar Patel First Name		Middle Name	Last	Name	
		Title	Claims Processor					
		Company	AIS Portfolio Services, LI Identify the corporate service		y if the authorized ager	t is a servicer.		
			4515 N Santa Fe Ave.					
		Address	Dept. APS					
			Number	Street				
			Oklahoma City		OK State	73118 Zip Code		
			Ony		Olale	Zip Code		
		Contact Phone	(888)-455-6662		Email	ECFNotices@aisin	nfo.com	

Official Form 410 Proof of Claim page 3

<sup>\*</sup> This form 410 has been modified by AIS in conformance with FED. R. BANKR. P. 9009 and compliance with FED. R. BANKR. P. 3001. This Form 410, as modified, is substantially similar to Official Form 410.

## Casas 2.12-1-21725/46-4 manno Claimo 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 Entere Mai 2/2.26/2.0 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.9/2.1 (1.1.2 m² 3:0 Fage Description 2.6-3 Filed 1.2/2.0 (1.1.2 m² 3:0 Fage Descrip

#### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing proof of claim document was served via the Bankruptcy Court's electronic filing and notice system and/or First Class, U.S. Mail, postage prepaid to all parties listed below.

#### **Case Information**

Debtor(s) DYSHANNA ROEBUCK					
Street		City		1	Zip
6732 KINDRED STREET		PHILADELPHIA		PA	19149
Case Number	Court		Chapter		Filing Date
21-12764-AMC-13	ANIA	13		10/07/2021	

Debtor:

DYSHANNA ROEBUCK 6732 KINDRED STREET PHILADELPHIA, PA 19149 Trustee:

KENNETH E WEST Served Electronically

Debtor Attorney: BRAD J SADEK Served Electronically

By:

/s/ Sagar Patel
Sagar Patel
AIS Portfolio Services, LP
4515 N Santa Fe Ave.
Oklahoma City, OK 73118

Official Form 410 Proof of Claim page 4

Secured Claim Worksheet Interest Included C&3385 2 12-1-21726746-44 ramc Claims 26-3 Filed 12/29/21 Enter etal di2/286/2011 2723: 0FageD@sst 5

Exhibit Page 5 of 11

Case Number: 21-12764-AMC-13 Case Name: DYSHANNA ROEBUCK

File Number: 1396762 Court: EASTERN District of PENNSYLVANIA

## **Instructions:**

1. Attach this Worksheet to the proof of claim, which should conform to Official Form 10.

- 2. Compute the claim as of the date on which the Debtor filed the petition initiating the case.
- 3. Provide information on computation of claim as of Petition Date in the blanks below. Principal Balance and Interest will include unearned interest.

A.	Secured Claim	\$ 21,150.00
В.	Interest Estimated: Number of Plan Months at Interest Rate =	
	Interest Rate Used 6.00%	\$ 3383.33
C.	Unsecured Claim	\$ 8,971.62
D.	Total Claim	\$ 33,504.95

DocuSign Envelope ID: A8CF6C38-2AC2-4152-AA52-A2FDBADCFBBA

PURCHASE STATEMENT OF WORK 2

For 3rd Party Bankruptcy Account Servicing

Attachment C - Power of Attorney

LIMITED SPECIAL POWER OF ATTORNEY

Ally Financial Inc., ("Client"), hereby grants to AIS Portfolio Services, LP, a Limited Partnership whose principal

office is located at 5847 San Felipe, Suite 1200 Houston, TX 77057, together with its affiliates, subsidiaries, directors,

officers, and employees, (jointly "AIS"), Power of Attorney for the purpose of servicing claims Client or any of its

direct or indirect subsidiaries may have in cases being administered pursuant to the Federal Bankruptcy Code that are

referred to AIS by Client. Client expressly authorizes AIS, or any of its employees, as attorney in-fact for the

undersigned, and with full power of substitution, to prepare and execute Proofs of Claims in bankruptcy proceedings

under the United States Bankruptcy Code on behalf of Client or any of its direct or indirect subsidiaries pursuant to

the SOW 2 dated September 4, 2020 and entered into and between Client and AIS. This Power of Attorney is being

given to AIS and may be attached to claims filed on Client's behalf as required by the Federal Rules of Bankruptcy

Procedure and the Official Forms.

AIS shall indemnify, defend and hold harmless Client and its successors and assigns from and against any and all

losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demands or claims

of any kind whatsoever ("Claims"), arising out of related to, or in connection with (i) any action taken by AIS pursuant

to this Limited Special Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this

Limited Special Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to

which this Limited Special Power of Attorney has been used), or (ii) any use or misuse of this Limited Special Power

or Attorney in any manner or by any person not expressly authorized hereby.

Third parties without actual notice may rely upon the power granted under this Limited Special Power of Attorney

upon the exercise of such power of the Attorney-in-fact that all conditions precedent to such exercise of power have

been satisfied and that this Limited Special Power of Attorney has not been revoked.

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## Caase 21112764 temoc CD and 216-3. Painted 127/201211/09/2014 red De 3/28/2014 pt 2112/39 (35 at editent) Exhib Page 2 2 3 of 11

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## PURCHASE STATEMENT OF WORK 2 For 3rd Party Bankruptcy Account Servicing

This Limited Special Power of Attorney, and all authority granted hereunder, shall be in full force and effect until either (i) terminated in writing by Client; or (ii) without further action by Client, automatically upon the termination of the Bankruptcy Services Agreement.

BY: Charly Tretter
Title: Sr. Airector

State of

Subscribed and sworn to (or affirmed) before me on this day of October, 2020 by Charle TRETTER

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DIANE STONE Notary Public State of Minnesota y Commission Expires January 31, 2024 Signature

## **Auto Proof of Claim Attachment**

	DYSHANNA	A ROEBUCK	Case number:	21-12764-AMC	C-13
Name of creditor: Ally Bank			Last four digits of any number you use to identify the debtor's account:		
Part 1: Statem	ent of Prin	cipal and Interest Due	as of the Petition Date		
1. Principal due				(1)	\$29,432.84
2. Interest due				(2) +	\$212.08
3. Total principal a	nd interest due			(3)	\$29,644.92
Part 2: Statem	ent of Pre	petition Fees, Expense	es, and Charges		
Description					Amount
1. Late charges:				(1)	\$476.70
2. Non-sufficient fu	nds (NSF) fees:			(2)	\$0.00
3. Other. Specify:			<u>_</u>	(3)	\$0.00
4. Other. Specify:			_	(4)	\$0.00
5. Other. Specify:			_	(5)	\$0.00
6. Total prepetition	fees, expenses	, and charges.		(6)	\$476.70
1. Installment paydue		ount Necessary to Cur	e Default as of the Petition Date	•	
		Date last payment received by	creditor	_	9/17/2021
		Number of installment payment		(1)	9/17/2021
2. Amount of insta	Ilment paymen	Number of installment payment	is due as of petition date	(1)	
Amount of insta     Calculation of camount		Number of installment payment  Note: Partial payments will be re	is due as of petition date reflected to the hundredth decimal place.		1.99
3. Calculation of c		Number of installment payment Note: Partial payments will be rets due as of petition date:  Add total prepetition fees, exp	is due as of petition date reflected to the hundredth decimal place.	(2)	1.99 \$1,451.09
3. Calculation of c		Number of installment payment Note: Partial payments will be re ts due as of petition date:  Add total prepetition fees, exp	residue as of petition date reflected to the hundredth decimal place.  penses, and charges  unds (funds received but not credited	(2)	1.99 \$1,451.09 \$476.70

RETAIL INSTALLMENT SALE CONTRACT Caase211:12764-amoc CDaion 216-3. \$\frac{\pi\_11\_2}{11\_2} \frac{\pi\_21\_2}{\pi\_21\_2} \frac{\pi\_21\_ Dealer Number MExhibPage & Graft & North 1.1 Co-Buyer Name and Address (Including County and Zip Code) **Buyer Name and Address** Seller-Creditor (Name and Address) (Including County and Zip Code) DYSHANNA ROEBUCK N/A RCP III LLC PORTER NISSAN/PORTER 9601 ASHTON RD APT K1 N/A 300 E Cleveland Ave PHILADELPHIA, PA 19114 Newark, DE 19711 You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract. Make New/Used and Model Year Vehicle Identification Number Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below NISSAN □ business USED 2015 PATHFINDE 5N1AR2MM1FC720641 agricultural Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. FEDERAL TRUTH-IN-LENDING DISCLOSURES ANNUAL PERCENTAGE FINANCE CHARGE Amount Financed Total Sale Payments
The amount you will have paid after Price The total cost of your purchase on The amount of credit provided RATE The dollar If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions. The cost of your credit as amount the credit, including your down you have made all credit will a yearly rate. on your behalf. payment of scheduled. Check the Insurance you want and sign below: **Optional Credit Insurance** 54,675.75 \$36,947.00 £17,728.75 54,675.75 ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both Your Payment Schedule Will Be: ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both When Payments Are Due Number of Payments Amount of Payments Premium: N/A Credit Life \$ Monthly beginning Credit Disability \$ \_ 729.01 75 04/07/18 N/A Insurance Company Name N/A N/A N/A Home Office Address Or As Follows: Credit fife insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit lile insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit lile insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below. N/A Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge or 5 % of the part of the payment that is late, whichever is <u>less</u> 15 Prepayment. If you pay off all your debt early, you will not have to pay a penalty. Security Interest. You are giving a security interest in the vehicle being purchased Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest ITEMIZATION OF AMOUNT FINANCED 28,338.00 1 Cash Price 2 Total Downpayment 2008 Trade-in (Year) LEXUS ES 350 (Make) (Model) 3,500.00 Other Optional Insurance Gross Trade-In Allowance 9,581.00 Less Pay Off Made By Setler 6,081.00 Type of Insurance Term Equals Net Trade In \$ 1,000.00 + Cash N/A N/A N/A 0.00(2) Insurance Company Name N/A 28,338.00(3) (If total downpayment is negative, enter "0" and see 4H below) N/A 3 Unpaid Balance of Cash Price (1 minus 2) Home Office Address N/A Other Charges Including Amounts Paid to Others on Your Behalf N/A (Seller may keep part of these amounts): Type of Insurance Cost of Optional Credit Insurance Paid to Insurance Company or Companies Premium \$ N/A N/A Insurance Company Name N/A N/A N/A Disability N/A N/A Other Optional Insurance Paid to Insurance Company or Companies Home Office Address \_ 1,385.00 Optional Gap Contract Official Fees Paid to Government Agencies Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. N/A N/A for N/A N/A N/A to for N/A N/A for \$ I want the insurance checked above N/A Government Taxes Not Included in Cash Price Government License and/or Registration Fees REG FEE A Buyer Signature N/A Date 79.00 50.00 G Government Certificate of Title Fees N/A N/A Other Charges (Seller must identify who is paid and X Co-Buyer Signature Date describe purpose)
... WELLS FARGO 5,081.00 RCP III LLC PORTER ADMIN FEE
AUTOMOTIVE WARRANG, YSERVICE CONTRACT THIS CONTRACT DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. 399.00 1,615.00 to N/A Returned Payment Charge: You agree to pay a charge of \$40 if any check you give us is dishonored or electronic pay-ment you make is returned unpaid. N/A N/A to for N/A N/A N/A <u>to</u> for N/A N/A N/A for to N/A N/A N/A to for N/A N/A N/A <u>to</u> for N/A N/A N/A to for N/A N/A N/A to for 8,509.00(4) Total Other Charges and Amounts Paid to Others on Your Behalf 36,947.00 (5) 5 Amount Financed (3 + 4) N/A Year N/A . SELLER'S INITIALS . OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4C of the itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract. 75 AUTOMOTIVE WARRANTY SERV Name of Gap Contract I want to buy a gap contract Buyer Sign NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge. HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs Down enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See back for other important agreements. NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it. Buyer Sign Date 02/21/18Co-Buyer Signs X Co-Buyers and Other Owners -- A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract. Other owner signs here X N/A Addres Seller Signs RCP III LLC PORTER NISSAN/PORTER 102/21/18 By X Title. 5 Seller assigns its interest in this contract to ALLY FINANCIAL under the terms of Seller's agreement(s) with Assignee Assigned with limited recourse Assigned with recourse Assigned without recourse RCP III LLC PORTER NISSAN/PORTER IBy Selle FORM NO. 553-DE 10/15 C2015 The Reynolds

ORIGINAL LIENHOLDER

## **OTHER IMPORTANT AGREEMENTS**

- **FINANCE CHARGE AND PAYMENTS** 
  - How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
  - b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
  - How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
  - You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

## YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

#### Security Interest. C. You give us a security interest in:

The vehicle and all parts or goods put on it;

- 'All money or goods received (proceeds) for the All insurance, maintenance, service, or other
- contracts we finance for you; and All proceeds from insurance, maintenance.
- service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts. This secures payment of all you owe on this contract.

It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission. Insurance you must have on the vehicle.

You agree to have physical damage insurance cover-

ing loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we

may use any insurance settlement to reduce what you owe or repair the vehicle. What happens to returned insurance, maintenance, service, or other contract charges. If we

get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

#### You may owe late charges. You will pay a late charge on each late payment as shown on the front. Accep-

- tance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
  - You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default
- You do not pay any payment on time; You give false, incomplete, or information on a credit application; misleading
- - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

- ExhibiPageagef160 of 1 amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
  - You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe.
  - We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
  - How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle. We will sell the vehicle if you do not get it back. If
    - you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us.

If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest

What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under the contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## **WARRANTIES SELLER DISCLAIMS**

lawful rate until you pay.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the

vehicle that the vehicle manufacturer may provide. Used Car Buyers Guide. The information you see on

- the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formularlo de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
- **SERVICING AND COLLECTION CONTACTS** You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text

messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. **APPLICABLE LAW** 

### Federal law and the law of the state of our address shown. on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

# Case 22:11-22764 termoc Cilorino 216-31. Painte 21:12/2020/2111/09/2010 tere dD 1:28/2010 pb 21:28/2010 pb 21:28/2

Title #: 78702428 Title Type:

Issue Date: 03/19/2018 Lic/Tag/Control #:

VIN: 5N1AR2MM1FC720641

Vehicle Info: 2015 NISS PTH

Brand code:

Odometer Reading: 014399

Date: 00/00/0000

Status:

Owner information-

Owner Information: ROEBUCK, DYSHANNA

Co-Owner:

Third Owner:

Owner Address: 9601 ASHTON RD APT K1

PHILADELPHIA, PA 19114

-Lienholder information -

Lienholder: ALLY FINANCIAL

PO Box 8122

Cockeysville, MD 21030

2nd Lienholder Name:

ELT Sent Date: 03/19/2018

Lien Type:

Owner Driver License #: